Testing and Certification Regulations (TCR)

for TÜV Rheinland Industrie Service GmbH (TIS) with reference to the following Conformity Assessment Bodies (CAB)

Partial Certification Body Safety & Security for Automation & Grid
Prüflaboratorium Safety & Security for Automation & Grid
Partial Inspection Body Automation - Functional Safety

Content

1. Preface

(1) These Testing and Certification Regulations (TCR) apply to the Conformity Assessment Bodies (CAB) of the Segment Automation - Functional Safety & Cyber Security (A-FS & CS) of TÜV Rheinland Industrie Service GmbH (TIS).

(2) The CABs offer services to interested manufacturers and companies (hereinafter referred to as customer), including, but not limited to, those listed as follows.

- Testing, inspection and assessment of products and processes, preparation of reports and expert opinions/recommendations.
- Assessment and monitoring of production facilities with regard to quality assurance measures 1) as precondition for the use of the TÜV Rheinland conformity mark by the customer, 2) in cases when proof of conformity according to EC/EU directives must be provided and 3) in case of approved QM systems.
- Evaluation and recognition of test and audit reports, evaluation of technical documentation, certification of products and processes - hereinafter referred to as "**certification**".

(3) 'Product(s)' within the meaning of this term in this TCR are components, systems, devices, plants, technical product designs in the various stages of development, grid connections ("Grid") or similar.

(4) 'Process(es)' within the meaning of this term in this TCR are Management processes relating to functional safety and cyber security.

(5) The certification body operates as an independent third party and is accredited for these activities by Deutsche Akkreditierungsstelle GmbH (DAkkS) according to the standard ISO / IEC 17065.

(6) The testing laboratory operates as an independent third party and is accredited for these activities by Deutsche Akkreditierungsstelle GmbH (DAkkS) according to the ISO / IEC 17025 standard.

(7) The inspection body operates as an independent third party and is accredited for these activities by Deutsche Akkreditierungsstelle GmbH (DAkkS) according to the ISO / IEC 17020 standard.

2. Scope

(1) This TCR governs the execution of all three services (testing, inspection and certification) of the conformity assessment bodies mentioned above.

(2) For the participation in the conformity assessment system of the CAB the recognition of this TCR is a prerequisite.

(3) All DAkkS accredited services of the certification body, the inspection body and the testing laboratory can also be used outside the accreditation only if this has been agreed in writing before the service is provided. In these cases, the report or certificate will contain a corresponding note stating that the report or certificate is not an accredited report/certificate and is therefore not covered by the EA MLA (European co-operation for Accreditation Multilateral Agreement).

The services of the CABs are offered in the following areas:

2.1. Partial-Certification Body

- Functional Safety
- Cyber Security

Scope of services: see certification programs of the partial certification body

2.2. Testing laboratory

- Functional safety
- Cyber security
- Environmental simulation
- Safety, control and regulating devices
- Components with safety functions
- Network communication (part of grid automation)
- Explosion protection (outside the DAkkS accreditation D-PL-11052-01-00)
- Telematic facilities (outside the DAkkS accreditation D-PL-11052-01-00)

Scope of services: see testing methods of the testing laboratory

2.3. Type A Partial-Inspection body

- Functional safety
- Cyber security
- Environmental simulation

Scope of services: see inspection programs of the inspection body

3. Testing and certification procedures

3.1. Contractual basis

(1) Fees are charged for the activities of the Testing, Inspection and Certification Body in accordance with these Testing and Certification Regulations (TCR). These are presented to the customer in an offer.

(2) The customer shall commission either TIS itself or a subsidiary of TÜV Rheinland AG, hereinafter referred to as "TU", which is active in the corresponding field of work of TIS. In both cases, the order may include testing, inspection or certification. If the order includes a certification, the submission of a certification application by the customer is required. Orders may be placed by e-mail or in writing and do not require a particular form.

(3) With each order a customer places with TIS, the customer accepts as an essential element of the contract the version of the General Terms and Conditions (GTC) of TIS as binding that is the current version at the time of placing the order. These are accessible via the following hyperlink: General Terms and Conditions. Furthermore, when placing an order, the customer acknowledges as binding the Testing and Certification Regulations (TCR) of the Segment Automation - Functional Safety & Cyber Security in the version valid at the time of the respective order placement. In case of an application for a licence to use a conformity mark, the customer also acknowledges the Terms of Use for TÜV Rheinland conformity marks as valid contractual basis. These can be accessed via the following hyperlink: Use of Conformity Marks.

(4) The TCR and the General Terms and Conditions (GTC) of TIS do not apply to orders for testing, inspection or certification placed by the customer with a TU with the intention to obtain testing, inspection and/or certification, at local level or on behalf of the local certification body. In this case, the respective contractual conditions of the TU shall apply.

(5) The services offered under the contract and this TCR are conclusively agreed upon in the contract with the customer. Third parties may not derive any rights to services, claims or intellectual property rights from the contract and shall have no claims in the event of breaches of contract by one of the parties.

(6) Upon acceptance of the testing, inspection or certification quotation, no statement can be made on the result of the conformity assessment.

(7) The customer shall bear any additional expenses arising from the fact that documents are not submitted in full or that assessments have to be repeated or are delayed due to late, incorrect or incomplete information or improper cooperation.

(8) For certifications under European Directives by the Notified Bodies of TÜV Rheinland Industrie Service GmbH, deviating certification regulations apply, which are provided separately.

3.2. Documents to be submitted

(1) The customer shall provide CAB with certain documents and samples free of charge for the performance of the services, which shall be assessed by the experts of CAB. The documents to be submitted include (where applicable)

- Documentation list (overview of the submitted documents)
- List of standards and/or relevant technical specifications applied in full or in part
- General description of the product, explanations
- Specifications
- Management and life cycle documentation
- Design documentation (circuit diagrams, circuit board layouts, parts lists, data sheets, assembly diagrams, software)
- Design review records
- Test plans
- test reports and certificates as evidence of electrical safety
- Annotated software Source code, application program
- Information about used tools, languages and techniques
- Failure analysis (FMEA, fault tree etc.)
- Failure rates, details and results of PFH or PFDavg calculation
- External test reports, e.g. from accredited test laboratories
- User documentation
- Change description and impact analysis for product modifications
- If applicable, information on the current situation of the audited company and the certified management processes

(2) The CAB may request further documentation with regard to specific requirements listed in the programs.

(3) As a rule, the documents are to be submitted to the CAB in German or English. Presentation in another language is only possible by prior arrangement.

3.3. Execution of services

3.3.1. Testing

(1) In the case of a product test, the customer shall hand over to CAB free of charge the number of test samples (equivalent: type sample / design sample / product sample / prototype) required for the test together with the complete technical documents required for the assessment (see Section 3.2). If required, the CAB can request several test samples free of charge. A one-time product assessment of the submitted test sample(s) will be made.

(2) Test samples are tested in accordance with the legal regulations and rules, the test programs of the CAB, as well as the requirements agreed with the customer. If either only individual components of a test sample are tested or the entire test sample is only tested with regard to individual aspects (partial test), no statement can be made about the properties of the product as a whole. If there are no norms, standards or legal regulations for the type and scope of the test, CAB will define an individual test program with the customer.

(3) The test orders are processed under the condition that all necessary documents and test samples are submitted in full.

(4) After completion of the test procedure, the customer will receive a written notification or, in accordance with the offer, a test report, which shows possible deficiencies, but does not indicate possible solutions.

(5) Issued test reports do not entitle the use of conformity marks / test marks.

(6) If certification is to take place after positive completion of the test procedure, the technical documentation and, if applicable, the inspection report for the manufacturing site shall be forwarded to the certification body/notified body for certification.

3.3.2. Inspection

(1) Inspections are carried out in particular to examine a product (product design, product, plant) and a process (service, procedure or production quality (factory inspection)).

(2) Inspections can be carried out both inside the premises of TÜV Rheinland or outside ("on site").

(3) The inspections are carried out in accordance with the legal regulations and rules, inspection programs of the CAB, as well as in accordance with requirements agreed with the customer. If there are no norms, standards or statutory regulations for the type and scope of the inspection, the CAB will define an individual inspection program with the customer.

(4) If either only individual parts of a product are inspected or the entire product is only inspected with regard to individual aspects (partial test), no statement can be made about the properties of the product as a whole. In the case of safety systems and processes, it applies accordingly that no statement can be made for the system or the process as a whole when considering partial aspects.

(5) The inspection orders are processed on condition that all necessary documents and samples are submitted in full.

(6) After completion of the inspection procedure, the customer will receive a written notification or, in accordance with the offer, an inspection report, which highlights any deficiencies but does not indicate possible solutions.

(7) Upon request, the customer will receive an inspection certificate containing the results of the inspection. Inspection certificates do not have a validity period, but only show the results at the time of the inspection.

(8) Issued inspection reports or inspection certificates do not entitle the use of conformity marks / test marks.

3.3.3. Certification

(1) The CAB offers certification programs for:

- Products and
- Processes

(2) The customer commissions the CAB to perform certification according to one of the above mentioned procedures. For each product or process to be certified, the customer applies for certification using an application form provided, whereby the customer acknowledges the TCR by signing it.

(3) The CAB assigns experts to manage and carry out the relevant evaluation activities based on an evaluation plan.

(4) The evaluation shall include the assessment of the documentation submitted and, where appropriate, tests and inspections and audits on site, during manufacture, on the test bench or at the installation. The individual evaluation steps are defined in procedural instructions (SOP/QMV), work instructions (WI/QMA) and checklists.

(5) The results of the evaluation are summarised in reports.

(6) Any deviations from the requirements found must be remedied by the customer within a reasonable period of time by means of appropriate corrective measures. Evidence of the corrections carried out shall be submitted to the expert of the CAB, and appropriate inspections may also be necessary, which must be ordered additionally.

3.3.4. EC/EU type examination / EC/EU type examination certificate

(1) The EC/EU type examination is a conformity assessment procedure carried out by the Notified Body in accordance with the corresponding applicable EC/EU Directive, in which the conformity of a type is certified with an "EC/EU type examination certificate".

(2) An EC/EU type examination certificate can be issued by a Notified Body for machinery, a Notified Body for lifts and their safety components, a Notified Body for appliances burning gaseous fuels or a Notified Body for Pressure Equipment in accordance with the correspondingly applicable EC/EU Directive based on a test report from the "Safety & Security for Automation & Grid" testing laboratory.

(3) EC/EU type examination certificates in accordance with the Machinery Directive and the Lifts Directive can be issued on application with a TÜV Rheinland test mark. The test mark is issued by the test laboratory and certifies only the conformity of the test object with the standards used for testing. The test mark does not certify conformity with the directive.

3.3.5. Decision rule

(1) In the event that the customer requires a statement of conformity (e.g. pass/fail), the decision rules from the relevant legal, regulatory requirements or the applicable standards are usually used if these contain a decision rule. If no decision rule is given, the decision rule described in clause 4.2.2 of document ILAC-G8:2019 is usually used for the evaluation of measurement data.

3.3.6. Acceptance of test results

(1) We accept the results of tests carried out at the manufacturer's premises or in other test laboratories under the following conditions:

a. The tests were carried out in the laboratory of an approved body or in a laboratory which has an accreditation according to ISO / IEC 17065 or ISO / IEC 17025 (proof by presentation of the accreditation certificate issued by a member of ILAC). In this case the results are accepted after a plausibility check.
b. The tests are carried out in a non-accredited laboratory in the presence of a TÜV expert (witness testing), who also carries out the necessary assessment of the test equipment, set-up and conditions. Resulting expenses will be quoted separately.

The tests must be documented in test records which are made available to the certification body. If faulty tests are detected, e.g. due to faulty testing or measuring equipment, the laboratory shall determine and report the effects on tests and inspections already carried out and inform the certification body of the results of the re-examination.

(2) If the customer already has a QM system certified by an accredited certification body (e.g.: in accordance with Annex X of the Machinery Directive), it is checked whether the existing certification is sufficient or whether a supplementary assessment and certification is required.

3.4. Issuance of certificates

(1) The CAB evaluates the reports with the results of the conformity assessments. If the evaluation is positive, the corresponding certificate is issued and sent to the customer.

(2) A certificate typically has the following contents:

- Name of the customer
- Type designation of product or process
- Specified characteristics and parameters
- Certification basis (certification programs / applicable standards)
- Evaluation result (and any special conditions)
- Date of issue, validity period (if applicable)
- If applicable, referenced associated revision list of certified products
- If applicable, maturity levels for the certification of management processes

(3) Publication of the certificates (see chapter 4.5 of this TCR).

3.4.1. Validity of certificates

(1) Issued certificates are only valid for products or processes that match the evaluated sample (test sample, representative sample of the product, documented process, development- and user-documentation) or other evaluated evidence. In case of changes, the certificate automatically loses its validity. The CAB must be informed immediately in case of changes. If the certification of the modified product is to be maintained, the CAB must be commissioned with a corresponding re-evaluation and assessment.

(2) If a certification basis for the product / process or the stated intended use changes, the manufacturer is obliged to have a re-evaluation and assessment carried out to prove the continued conformity of the product / process with the current relevant certification program / standards and thus with the current state of the art. A re-issue of the certificate is also carried out on request.

(3) Certificates may only be published in their entirety, including, if applicable, any attachments and additional pages. Publication of only parts of certificates is not allowed.

(4) Depending on the certificate type, certificates have a limited validity (see (5) to (8)). The certificate automatically becomes invalid after the validity period expires.

(5) The validity of a product certificate issued without a conformity mark is limited to a maximum of 5 years.

(6) For product certificates with conformity marks and certificates for applications / plants (individual certification), there is no time limit on validity.

(7) Process certificates are valid for 3 years from the date of issue.

(8) For ISASecure® Certificate see CSA-204 „Instructions and Policies for Use of The ISASecure® symbols and certificates“ and CSA-301 „Maintenance of ISASecure certifications“

(9) Before the expiry date, the certificate holder can request a re-evaluation and assessment of the product. In this re-evaluation, the current manufacturing status of the product is evaluated and assessed against the requirements of the certification basis relevant at that time. If the product meets the requirements, a new certificate is issued.

(10) The certificate holder is obliged to document and archive any complaints, defects and objections brought to his attention, incidents and failures in connection with the certified products that reduce safety (Safety / Security) as well as damages caused by certified products. He is also obliged to make these records available to the CAB at its request and, if necessary, to discuss countermeasures and further action with the CAB.

(11) In justified cases, the CAB is entitled to declare a certificate invalid, withdraw it or suspend the validity of a certificate (see also chapter 4.7). Invalid and withdrawn certificates are marked as such in the publicly accessible certificate database www.fs-products.com. A record of the reasons and background for the revocation of the certificate is archived with the evidence; the certificate holder is informed accordingly.

(12) Invalid and revoked certificates are labelled as such in the publicly accessible certificate database www.fs-products.com.

(13) By accepting this TCR, the customer undertakes/agrees not to use certificates, which have become invalid or have been declared invalid to prove the conformity of the product with the certification basis or the suitability for the intended purpose.

(14) The CAB shall notify the authorising authority of any refusal, restriction, suspension or withdrawal of a certificate, as well as any request for information on conformity assessment activities received from market surveillance authorities.

(15) Only the CAB can transfer certificates to third parties.

(16) When a certification expires, there is no obligation for TIS or TU to provide a new offer to renew or extend the expired certificate.

3.4.1.1. Product- / Process monitoring

(1) The CAB is authorised, at its own discretion, to carry out spot checks on certified products / processes or to conduct audits on site at the customer's premises in order to determine compliance with the certified sample or the certified management processes.

(2) Product certificates without conformity mark

- Extension / re-certification after 5 years
- Market surveillance, i.e. reacting to complaints submitted to the certification body by the certificate holder himself or by third parties.

(3) Product certificates with conformity mark

Monitoring of the product by means of annual assessments in order to verify that production continues in an unmodified manner and to confirm the ongoing validity of the certification basis.

(4) ISASecure® product certificates

- The requirements can be found in the currently valid CSA-204 „Instructions and Policies for Use of The ISASecure® Symbol and Certificate" and CSA-301 "Maintenance of ISASecure certifications".

(5) Application Certificates

- No monitoring as a uniquely designed and built system.

(6) Process Certificates

- To maintain the validity of process certificates, a regular surveillance audit must be carried out at intervals of no more than 12 months.

3.5. Archiving of samples and documentation

(1) The samples on which the testing, inspection or certification is based (representative sample of the product, type) are documented by a technical documentation of the evaluated products/processes, supplemented by detailed photo documentation of relevant parts. This documentation is archived at the CAB.

(2) The retention period for documentation extends until 10 years after the date the certificate expires or, in the case of EC/EU certificates of conformity, until 10 years after the last time the products were placed on the market, unless otherwise regulated by legal provisions.

(3) If required by legal regulations or other agreements, a (test) sample is kept either at the CAB or at the manufacturer. In the event of storage by the customer, the customer shall issue a declaration of commitment regarding the storage.

(4) The storage of samples on the premises of TIS is subject to a fee. The costs for the storage of a sample will be communicated to the Customer in the offer.

(5) The CAB is not liable for damage to the samples caused by the test or damage caused by burglary, theft, fire or water. It shall only exercise the care it is accustomed to exercising in similar own matters (§ 690 BGB).

3.6. TÜV Rheinland Mark of conformity / test mark in case of product certification

(1) Together with the application for certification, the customer can also apply for a licence to use a TÜV Rheinland conformity mark or in case of EC-/EU-type examinations a test mark for the product to be certified. By applying for a licence to use a conformity/test mark, the

customer acknowledges the TCR. Application for licence is also possible at a later time for those products for which a valid certificate (refer to chapter 3.4.1) has already been issued.

(2) After the evaluation has been completed with a positive result, the product is certified and permission is granted to use a TÜV Rheinland conformity or test mark. The customer receives a certificate and a licence to use the TÜV Rheinland conformity or test mark.

(3) For EC/EU type examinations, the evaluation and certification is carried out by the notified body. Approval to use a TÜV Rheinland test mark is granted by the "Safety & Security for Automation & Grid" test laboratory of the A-FS & CS division after successful testing of the standards used. In addition to the EC/EU type test certificate from the notified body, the customer receives an authorization to use the TÜV Rheinland conformity/test mark from the test laboratory.

(4) Issued approvals are only valid for the certified product, the manufacturer and the production site(s) as given in the licence and certificate.

(5) The certificate/licence holder is obliged to use the issued conformity/test mark only in connection with such products that correspond to the certified one. In case of changes to the certified products, he is obliged to have these changes evaluated and assessed by the CAB.

3.6.1. Validity of the conformity mark

(1) The validity of the granted approval for carrying the conformity/test mark is bound to the existence of a valid certificate for the product. In this respect, all points of this TCR on the use and validity of certificates also apply analogously to the approval for the use of the conformity/test mark.

(2) The holder of an authorisation to use a conformity mark is entitled to affix the conformity/test mark, for which he had been granted the authorisation, to the certified products and to use it in print and electronic media for information and advertising purposes for the certified product.

(3) The conformity/test mark awarded by the CAB may only be used in the released versions and formats. The licence holder has the possibility to download these in digital form from the Internet via a link address indicated on the licence. On request, the CAB will also send them to the holder in electronic form.

(4) The licence holder is obliged to notify the CAB in writing of organisational changes affecting the content of the licence (e.g. change of company name, change of or additional production facilities). If necessary, new documents will be issued for the certified product.

(5) The granting of approval to use a conformity mark is linked to regular monitoring (internal production control and monitoring by the CAB) of the products. Monitoring by the CAB must take place at least once per calendar year. The approval as well as the certificate with the conformity mark shall be withdrawn if monitoring has not taken place after the surveillance period for reasons within the manufacturer's responsibility.

(6) The granting of approval to use a test mark in combination with an EC/EU type examination certificate is not linked to any monitoring.

(7) Licence cancellation may be requested in writing by the authorisation holder by 15 November of any year in order to become effective by the end of that year. In this case the licence becomes invalid. The certification of the product can be maintained. A new certificate without a conformity/test mark can be issued on request.

(8) A licence becomes invalid if the CAB withdraws or declares invalid the approval to use the conformity/test mark, e.g. due to misuse. The CAB must give reasons for this. It has the right to publish declarations of invalidity.

(9) Upon expiry or invalidity of the mark approval, the approval holder shall lose the right to continue to produce products listed in the certificate and bearing the conformity / test mark and to use the conformity / test mark in information and advertising materials concerning the products.

(10) The transfer of the authorization to use a mark of conformity / test mark to a third party can only be made by the CAB.

3.6.2. Licence fees

(1) For the authorisation to use a conformity/test mark, the holder must pay an annual licence fee, which is graduated according to the units of remuneration.

(2) The number of units is determined by the CAB and is indicated in the text of the licence document. It depends on the type of unit, the complexity of the product and, if applicable, the number of production sites.

(3) Licence fees are initially levied at the time a licence is granted,

(4) Licence fees are charged at the beginning of each calendar year.. The CAB has to be notified by 15th November of the current year about any changes that are to be taken into account for calculating the licence fees in the new calendar year. If an authorisation to use a conformity/test mark is cancelled in the course of the year, no pro-rata refund of the fees will be made.

(5) The collection of licence fees covers the costs of regular product monitoring for certificates with conformity mark. At the beginning of each calendar year, the holder of the licence will receive a quotation with an indication of the licence fees due, the commissioning of which is a prerequisite for maintaining the licence. The performance of necessary inspections due to modifications to the product or due to changes in the issue status of the underlying test specifications are not covered by the licence fees and require a separate order.

4. Obligations and responsibilities of conformity assessment bodies (CABs)

4.1. Assurance

(1) The CAB assures that it offers its services to all interested customers on equal and reasonable terms and that it performs these services in a neutral, objective and non-discriminatory manner.

(2) The CAB ensures that the principles of impartiality and independence, competence, responsibility, openness and confidentiality are upheld. It works free of any pressure, without influence and without conflicts of interest.

4.2. Experts

(1) The CAB uses in particular internal experts, i.e. experts employed by TÜV Rheinland, for the procedures. These experts are qualified and competent to work as examiners, inspectors, auditors, reviewers, specialist certifiers and certifiers. In particular, certification decisions are only made by internal experts.

(2) Certain activities may also be carried out by external experts, i.e. by experts from external companies who are bound to the CAB by a connectivity contract / declaration of commitment. These experts are qualified and competent in the same way as the internal experts. They only carry out testing and inspection activities; they do not make any certification decisions.

4.3. Subcontractor

(1) Certain testing or inspection work can be subcontracted to external subcontractors. These subcontractors are qualified and competent. External subcontractors are not involved in evaluations and certification decisions.

(2) When subcontracting, the specifications of the DAkkS are taken into account, which are currently documented in the leaflet M 17065 dated 02.04.2020.

(3) If the CAB intends to use external subcontractors, it must obtain the customer's consent to this.

4.4. Confidentiality

(1) The CAB undertakes to treat as confidential all information made available to it concerning the product and / or management process to be tested or certified. All information obtained from testing, inspection and certification activities will not be passed on to third parties without the written consent of the customer. This confidential handling of information applies to the entire staff of the CAB, also to affiliated bodies such as external experts, employees in committees and subcontractors. The CAB is authorised to pass on information that has become known due to statutory or official reporting obligations in connection with the testing, inspection and/or certification as well as on request of the authority issuing this information, documents etc. If information is freely made available to the public by TÜV Rheinland, the customer shall be informed in writing beforehand.

(2) Confidential information may not be duplicated, distributed, published or passed on in any other form by the CAB unless this is necessary to fulfil the purpose or is done on the basis of a court order, legal or official regulations or on the basis of specifications of an accreditation body.

(3) The customer can release the CAB from its duty of confidentiality for certain reasons.

4.5. List of certified products

(1) The CAB keeps a list of all valid certifications. This directory can be accessed by anyone interested via www.fs-products.com.

(2) ISASecure® certificates are additionally published on https://www.isasecure.org.

4.6. Change in the requirements for certification

(1) If the certification requirements change (e.g. due to the revision of the underlying regulations), the CAB informs the customer about these changes and about the necessary adjustment measures.

(2) After changes have been made to the certification requirements, the CAB will review the necessary adjustments to the product or process to be certified within a specified period.

4.7. Suspension, withdrawal of certification or attestation

(1) The CAB can require the customer to take appropriate corrective measures in the event of identified violations of the TCR, in particular in the event of illegal use of the certificate.

(2) At the extreme, the validity of a certification/registration may expire, or its validity may be suspended, restricted or withdrawn.

(3) A certificate may be restricted in its validity, suspended or withdrawn by the CAB at its discretion if

- deviations from the requirements for the product or process to be certified subsequently become apparent;
- the customer refuses or does not enable the monitoring and does not have it carried out despite a written request by the CAB;
- the certificate (or conformity mark) is used in a misleading manner or is used for unlawful advertising;
- on the basis of facts that could not be identified at the time the certificate was issued;
- required corrective measures for deviations have not been implemented within a reasonable or set period of time;
- fees due to the CABs are not paid within the time limit set after a reminder
- the customer waives the certificate;
- the customer/company goes bankrupt;
- the regulations on which the certificate is based have been changed.
- safety / security related information on the certificate is incorrect and may be misinterpreted by the user.

- the holder breaches the obligations laid down in the TCR even after warnings
- shortcomings have been identified with regard to the fulfilment of conformity
- the legal basis for the certification of a product or process no longer exists,
- it turns out that the certified product is a counterfeit

(4) Before declaring the restriction, suspension or invalidity of a certificate, the CAB shall give the customer the opportunity to state his views within a two week period, unless such a hearing is not justified by the urgency of the measures to be taken.

(5) For the duration of the suspension, the certificate holder may not use the conformity mark.

(6) The CAB can - if certification is withdrawn - require the certificate to be returned

(7) The CAB may publicise the expiry or withdrawal of the certification accordingly.

(8) The CAB is entitled to inform certain bodies, such as accreditation bodies or supervisory authorities, of the granting, expiry or withdrawal of certificates.

4.8. Handling of complaints, appeals and disputes

(1) Objections to test or inspection results or certification decisions or complaints about the CAB can be submitted to the CAB by the customer himself or by other interested parties.

(2) Contact person is the head of the CAB. He is responsible for ensuring that decisions on objections and complaints are only taken by persons or bodies of the CAB who were not involved in the testing, inspection or certification procedure concerned.

(3) The complainant or appellant will be informed of receipt, progress, decisions and results. The CAB must provide the or complainant or appellant with a detailed statement of the reasons for its decision.

(4) If the given decision of the CAB is not acceptable to the appellant or complainant, he has the option of addressing the steering committee of the CAB (certification body).

(5) The steering committee must take a final decision.

(6) It is assured that the appellant will not be disadvantaged.

5. Rights and duties of the customer

5.1. Assurance

(1) The customer must ensure and warrant that all requirements on which the certification is based have been implemented and will continue to be implemented.

5.2. Customer access

(1) The customer must provide the CAB with all necessary information, data, samples and documents relating to the application or the tests.

(2) By placing the order, the customer agrees to grant access to his premises, to data and to information for employees of the accrediting bodies or the authorising authorities and for employees of the CAB within the scope of the assessment activities.

5.3. Information about changes

(1) The customer must immediately inform the CAB about all changes and modifications to the certified product, the organisation, procedures and processes.

In addition, the customer shall be responsible for determining and reporting the effects on tests and inspections already carried out if faulty tests are detected, e.g. due to faulty testing or measuring equipment.

The customer must inform the certification body immediately of any changes it has made and/or intends to make to the certified management processes. Continued validity depends on proof of fulfilment of the certification basis by the audited body.

5.4. Use of reports, attestations and certificates

(1) The customer can prove and demonstrate the conformity of his product by presenting the certificate.

(2) The customer is entitled to use the certificate during its period of validity:

- to advertise the certification in printed matter (such as brochures, leaflets, business papers);
- to present the certificate in unchanged form for promotional activities.

(3) The customer may not use the certificate in a misleading manner, but only for the designated scope. The certificate may not be used in such a way that the CAB is brought into disrepute.

(4) The customer may only pass on or publish test reports, inspection reports, evaluation reports and certificates in full text. Publication in extracts requires the prior approval of the CAB.

(5) Upon suspension or withdrawal of certification, the customer must cease all advertising that refers to the certification in any way.

(6) The customer must return all certification documents required by the CAB after withdrawal of the certification.

5.5. Complaints

(1) The customer must record and archive all complaints and incidents concerning the scope of the certification. At the request of the CAB, he must make these documents available and inform about the measures he has taken to remedy the complaints.

5.6. Damages and Reimbursement of Expenses

The provisions of the General Terms and Conditions of TÜV Rheinland Industrie Service GmbH in the currently valid version apply.

5.7. FORCE MAJEURE

The provisions of the General Terms and Conditions of TÜV Rheinland Industrie Service GmbH in the currently valid version apply.

5.8. Partial invalidity, place of performance, jurisdiction

(1) In the event that one or more provisions of these TCR should be invalid, the remaining provisions of these terms and conditions shall remain unaffected.

(2) The place of performance for all obligations under these TCR or the contract, including supplementary performance, shall be the registered office of the respective TÜV Rheinland company providing the service owed under the contract.

(3) The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Cologne (Germany), insofar as the customer is a merchant, a legal entity under public law or a special fund under public law. However, TÜV is entitled to sue the customer at its general place of jurisdiction or at any other competent court. The above provisions do not apply if the law provides for an exclusive place of jurisdiction. In relation to non-merchants, Cologne shall be the place of jurisdiction if the customer moves its domicile or usual place of

residence to another country after conclusion of the contract or its domicile or usual place of residence is not known to TÜV at the time the claims are asserted in court.

(4) The legal and business relations between TÜV and the customer shall be governed exclusively by German substantive law to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention).

5.9. Data protection notice

The provisions of the General Terms and Conditions of TÜV Rheinland Industrie Service GmbH in the currently valid version apply.

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